and accommodations were much improved. In order to destroy competition, the combination ran "fighting ships" at cut rates to divert trade from rival ships, sailing from the same port at the same time. The government, by suit in equity, now seeks the dissolution of the combination under the Sherman Anti-Trust Act. *Held*, that the combination will not be dissolved, but that the use of the "fighting ships" will be enjoined. *United States* v. *Hamburg-American Line*, 52 N. Y. L. J. 189 (Dist. Ct., S. D. N. Y.).

The court applies the rule of reason emphasized in the Standard Oil and Tobacco cases. See *Standard Oil Co.* v. *United States*, 221 U. S. 1; *United States* v. *American Tobacco Co.*, 221 U. S. 106. See 25 HARV. L. REV. 71. Under this test the "fighting ships" were found to be an unreasonable means of destroying competition and were enjoined. See 29 POL. SC. QUART. 282, 288. But the combination itself was declared in other respects reasonable, in view of all the circumstances and the benefits conferred on the public, and dissolution was accordingly refused. *Cf. United States* v. *St. Louis Terminal*, 224 U. S. 383. How far this application of the test of reasonableness will be sustained is not clear at present. See 28 HARV. L. REV. 87. In reaching its conclusion the court in the principal case received valuable aid from the report, based on similar evidence, of the Standing Committee on Merchant Marine and Fisheries. 63d CONGRESS, 2d SESSION, H. DOC. 805. Ordinarily such extensive data are not available to the courts when the reasonableness of a given restraint of trade is in question, and the result is therefore apt to depend upon the individual economic theories of the court. These difficulties, however, may perhaps be overcome by placing the matter in the hands of a single special tribunal, and the recent legislation establishing the Federal Trade Commission is designed to accomplish this result. 63d CONGRESS, PUBLIC ACT, NO. 203, approved September 26, 1914.

RESTRICTIONS AND RESTRICTIVE AGREEMENTS AS TO THE USE OF PROPERTY — SALE OF LOTS ACCORDING TO A PLAT. — The defendant divided her land for sale into building lots according to a plat, and conveyed a lot to the plaintiff's predecessor in title, by a deed referring to the plat, which showed the abutting lot to be a large undivided corner lot, owned by the defendant. The defendant is now offering for sale a portion of this corner lot contrary to the general plat, and the plaintiff brings a bill in equity to prevent the sale. *Held*, that the relief sought will be granted. *Schickhaus* v. *Sanford*, 91 Atl. 878 (N. J., Chanc.).

A restriction upon the use of land will be enforced by equity against purchasers with notice in favor of land intended to be benefited by the restriction. *Tulk* v. *Moxhay*, 2 Ph. 774; *Kirkpatrick* v. *Peshine*, 24 N. J. Eq. 206. This doctrine is not confined to any legal analogy, but is purely equitable and is based upon the principle that equity will carry out the intent of the parties. *Whitney* v. *Union Ry. Co.*, 11 Gray (Mass.) 359, 364; see 24 HARV. L. REV. 574. The form of the agreement will therefore be immaterial, for equity looks behind the form, and enforces the intent to bind the one piece of land for the benefit of the other. *Tulk* v. *Moxhay*, *supra*. This intent appears clearly where, as in the principal case, there is a conveyance with reference to a plat which shows the restrictions, and equity properly regards the land sold under such a general scheme as bound by the restrictions. *Tallmadge* v. *East River Bank*, 26 N. Y. 105. Furthermore, the dominant owners will be able to enforce the servitude against the land bound, irrespective of the order of purchase. *Elliston* v. *Reacher*, [1908] 2 Ch. 374, 665; *Barrow* v. *Richard*, 8 Paige (N. Y.) 351. All difficulties as to notice are obviated, of course, when the restrictions are sought to be enforced against land still retained under the scheme by the original grantor.